

Appendix

A

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
MARCH 19, 2021

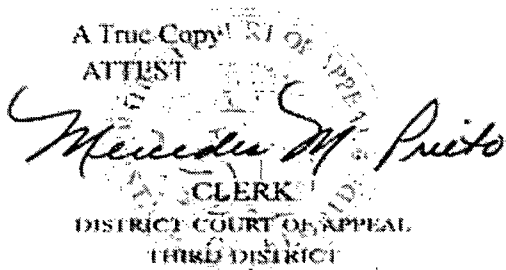
ILANA RIGWAN,
Appellant(s)/Petitioner(s),
vs.

CASE NO.: 3D21-0012 ✓
L.T. NO.: 16-5009 CC, ✓
18-137 AP ✓

SOUTH BEACH BAYSIDE
CONDOMINIUM ASSOCIATION I,
INC.,
Appellee(s)/Respondent(s),

Appellant's pro se "Motion for Rehearing and En Banc with an Opinion and Certification of Question" is stricken as unauthorized, legally insufficient, and containing impertinent defamatory allegations. Appellant's pro se "Response" docketed on March 17, 2021, at 5:56:28 p.m. is hereby stricken as unauthorized, not in response to any motion or other pleading, and containing impertinent and defamatory allegations. Appellant is hereby notified that any further unauthorized filings or filings containing impertinent or defamatory allegations will subject Appellant to sanctions, which may include the dismissal of this appeal.

 C.J., and FERNANDEZ and MILLER, JJ., concur.



cc: Arthur J. Morburger Daniel C. Lopez South Beach Bayside
Ilana Rigwan Condominium Association I, Inc.

ts

Appendix B

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI DADE COUNTY FLORIDA

SOUTH BEACH BAYSIDE CONDOMINIUM
ASSOCIATION I, INC., a Florida not-for profit
Corporation,

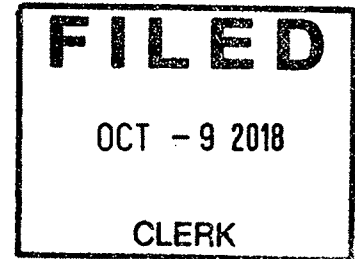
CIVIL DIVISION
CASE NO. 16-005009CC25 (03)

Plaintiff,

vs.

ILANA RIGWAN, ET AL.

Defendants.



**ORDER ON PLAINTIFF'S AMENDED MOTION TO CANCEL OCTOBER 10, 2018
FORECLOSURE SALE AND MOTION TO STAY CASE PENDING APPEAL**

THIS CAUSE, having come before this Court on Plaintiff's Amended Motion to Cancel
October 10, 2018 Foreclosure Sale and Motion to Stay Case Pending Appeal and the court having
reviewed the file and otherwise being duly advised it is

ORDERED AND ADJUDGED

1. That Plaintiff's Motion to Cancel Sale October 10, 2018 foreclosure sale is

GRANTED DENIED.

2. That Plaintiff's Motion to Stay Case Pending Appeal is **GRANTED** / DENIED.

3. _____

DONE AND ORDERED in Chambers, this 9th day of October, 2018.

CIRCUIT COURT JUDGE

Copies furnished to:
All parties attached.

OCT 09 2018

Patricia Marino Pedraza
County Court Judge

CASE NO. 16-005009 CC 25(03)

**ORDER ON PLAINTIFF'S AMENDED MOTION TO CANCEL OCTOBER 10, 2018
FORECLOSURE SALE AND MOTION TO STAY CASE PENDING APPEAL**

SERVICE LIST

Candace C. Solis *FRAUD. FIRED. GOT PAID.*
BECKER & POLIAKOFF, P.A.
1 East Broward Blvd., Suite 1700
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Barry T. Shevlin, Esq., *FRAUD. LEAD SCAMMER.*
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111 Kane Concourse, Suite 619
Bay Harbor Islands, FL 33154
Primary: Barry@shevlinatkins.com

Arthur Morburger, Esq. ---
19 West Flagler Street, Suite 404
Miami, FL 33130
Primary: amorburger@bellsouth.net;

*I was already evicted.
Morburger was fighting
in cahootz -- not on my side.
I was disabled. GP*

Appendix C

Supreme Court of Florida

THURSDAY, APRIL 22, 2021

CASE NO.: SC21-593

Lower Tribunal No(s):

3D21-12; 132016CC0050090000025; 132018AP000137000001

ILANA RIGWAN

vs. SOUTH BEACH BAYSIDE
CONDOMINIUM ASSOCIATION
I, INC.,

Petitioner(s)

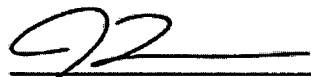
Respondent(s)

This case is hereby dismissed. This Court lacks jurisdiction to review an unelaborated decision from a district court of appeal that is issued without opinion or explanation or that merely cites to an authority that is not a case pending review in, or reversed or quashed by, this Court. *See Wheeler v. State*, 296 So. 3d 895 (Fla. 2020); *Wells v. State*, 132 So. 3d 1110 (Fla. 2014); *Jackson v. State*, 926 So. 2d 1262 (Fla. 2006); *Gandy v. State*, 846 So. 2d 1141 (Fla. 2003); *Stallworth v. Moore*, 827 So. 2d 974 (Fla. 2002); *Harrison v. Hyster Co.*, 515 So. 2d 1279 (Fla. 1987); *Dodi Publ'g Co. v. Editorial Am. S.A.*, 385 So. 2d 1369 (Fla. 1980); *Jenkins v. State*, 385 So. 2d 1356 (Fla. 1980).

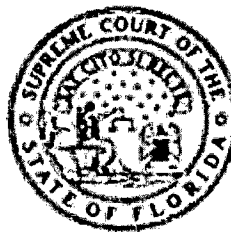
No motion for rehearing or reinstatement will be entertained by the Court.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



td

Served:

LILLIANA M. FARINAS-SABOGAL

DANIEL C. LOPEZ

ILANA RIGWAN

HON. HARVEY RUVIN, CLERK

HON. PATRICIA MARINO-PEDRAZA, JUDGE

✓ HON. MERCEDES M. PRIETO, CLERK

ARTHUR J. MORBURGER

L. POWERS

Appendix D

IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA

SOUTH BEACH BAYSIDE CONDOMINIUM
ASSOCIATION I, INC.,
a Florida not-for-profit corporation,

CIVIL DIVISION

CASE NO.: 16-005009 CC 25

Plaintiff,

vs.

ILANA RIGWAN A/K/A ILANA NEUS, *et al.*,

Defendants.

FILED FOR RECORD

18 APR 17 AM 9:46

✓
CLERK OF DISTRICT COURT
DADE COUNTY
CLERK OF DISTRICT COURT
DADE COUNTY

FINAL JUDGMENT OF FORECLOSURE

(Pursuant to Administrative Order 09-09 A1)

(Publish in the Miami-Dade Business Review)

THIS ACTION was heard before the Court on Plaintiff's Motion for Default Final Judgment of Foreclosure. On the evidence presented

*never had trial on Cmo
Abuses + Construction Zone off*

IT IS ADJUDGED that:

1. The Plaintiff's Motion for Default Final Judgment of Foreclosure is GRANTED, Service of Process has been duly and regularly obtained over Defendants: ILANA RIGWAN A/K/A ILANA NEUS, JORDAN LEE NEUS and UNKNOWN SPOUSE OF JORDAN LEE NEUS.

2. **Amounts Due.** There is due and owing to the Plaintiff the following:

Unpaid maintenance through March 31, 2018: \$ 16,415.70
(includes monthly maintenance and late fees)

Court Costs:

Filing fee	\$ 401.00
Recording/Postage costs	\$ 95.00
Service of Process	\$ 150.00
Judicial Sale Fee	\$ 140.00
Publication Fee:	\$ 245.00

SUBTOTAL \$ 17,446.70

Pre-Foreclosure Filing Collection Fees:

Claim of Lien:	\$ 450.00
Title Search & Exam	\$ 250.00
Collection Process Fee:	\$ 150.00

Pay-Off Fee	\$ 350.00
Demand Letter:	\$ 250.00
SUBTOTAL	\$ 18,896.70
Attorney fee based upon 20.10 hours at \$250.00 per hour (DCL)	\$ 9,900.00
Attorney fee based upon 44.80 hours at \$400.00 per hour (BTS)	\$ 17,920.00
GRAND TOTAL:	\$ 46,716.70

3. **Interest.** The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. **Lien on Property.** Plaintiff, SOUTH BEACH BAYSIDE CONDOMINIUM ASSOCIATION I, INC., a Florida not-for-profit corporation, whose address is SOUTH BEACH BAYSIDE CONDOMINIUM ASSOCIATION I, INC., c/o Frank Perez-Siam, P.A., 7001 SW 87 Court, Miami, FL 33173, holds a lien for the grand total sum specified in Paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, corporations, or other entities claiming by, through or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116. The Plaintiff's lien encumbers the subject property located in Miami-Dade County, Florida and described as:

**Condominium Unit 106 SOUTH BEACH BAYSIDE CONDOMINIUM I
According to the Declaration of Condominium thereof, as recorded in
Official Records Book 16442 at Page 1258 Public Records of Miami Dade
County, Florida.**

↑WRONG!!!

a/k/a 3101 Indian Creek Drive, Unit #106, Miami Beach, Florida 33140

5. **Sale of property.** If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on JUN 8 4 30 PM at _____ to the highest bidder for cash, except as prescribed in paragraph 6, at:

[] Room 908, 140 West Flagler Street, Miami, FL, at 11:00 a.m.

[x] www.miamidade.realforeclose.com, the Clerk's website for on-line auctions at 9:00 a.m.

after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale in the absence of the Plaintiff or its representative.

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If

FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 73 WEST FLAGLER STREET, MIAMI, FLORIDA 33130, (305) 275-1155, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL AID SOCIETY OF THE DADE COUNTY BAR ASSOCIATION 123 NW 1ST AVENUE, 3RD FLOOR, MIAMI, FLORIDA 33128 (305) 579-5733 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ANY ADDITIONS, MODIFICATION OR CHANGES TO THE PROVISIONS ABOVE SHOULD BE SET FORTH IN BOLD TYPE AND CONSECUTIVELY NUMBERED PARAGRAPHS.

12. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments.

ORDERED at Coral Gables, Miami-Dade County, Florida on 11th of April, 2018.



THE HONORABLE PATRICIA MARINO PEDRAZA
COUNTY COURT JUDGE

Publish in The Daily Business Review
cc: All parties of record

FRANK PEREZ-SIAM, P.A. *(Forged Lien)*
Attorney for Plaintiff
c/o Daniel C. Lopez, Esq.
7001 SW 87 Court
Miami, FL 33173

SIGNED AND DATED

APR 11 '18

PATRICIA MARINO PEDRAZA

Shevlin & Atkins
c/o Barry T. Shevlin, Esq.
1111 Kane Concourse, Suite#619
Bay Harbor Islands, FL 33154

Jordan Lee Neus
P.O. Box 318
Centereach, NY 11720

Unknown Spouse of Jordan Lee Neus
P.O. Box 318
Centereach, NY 11720

Jordan Lee Neus — Process Served/Joined
12 Woodmere Road Past 1 YEAR ...
Sound Beach, FL 11720

Unknown Spouse of Jordan Lee Neus
12 Woodmere Road
Sound Beach, FL 11720

Ilana Rigwan a/k/a Ilana Neus
3101 Indian Creek Drive, Unit #106
Miami Beach, FL 33140

Arthur J. Morburger, Esq.,
Attorney for Defendant Ilana Rigwan
19 West Flagler Street, Ste. 404
Miami, FL 33130
Amorburger@bellsouth.net

Appendix E

6
FJud
1

IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 05-18381 CA 31

ILANA RIGWAN f/k/a ILANA
RIGWAN-NEUS f/k/a ILANA NEUS

PLAINTIFF/COUNTER DEFENDANT

vs

JORDAN LEE NEUS a/k/a JORDAN
L. NEUS A/K/A JORDAN L. NEUS

DEFENDANT/COUNTER PLAINTIFF

FINAL JUDGMENT

THIS MATTER came before the Court for non-jury trial on October 22, 2007, and the Court having received evidence in the form of testimony and documents, and having been otherwise fully advised in the premises it is

ADJUDGED as follows:

Plaintiff's action consisted of two counts seeking relief in the form of an equitable lien and to quiet title based thereon. Plaintiff and her former husband, defendant Jordan Neus, are record title owners of the real property at issue herein.

Defendant, Jordan Neus, counter-petitioned for partition of the real property at issue.

The facts in dispute herein were:

1. Whether defendant, Jordan Neus, holds a 25% or 50% interest in the real property.
2. The present fair market value of the property.
3. The amount, if any, Defendant owes Plaintiff which is directly related to the parties' ownership of the property; and vice versa.

The legal issues in dispute are whether the Plaintiff is entitled to an equitable lien, to have title quieted as a result, and whether defendant is entitled to partition of the property.

The evidence showed that on December 30, 1994, Plaintiff and her uncle Gershon Rijwan, purchased, as joint tenants with the right of survivorship, the condominium unit at issue i.e., South Beach Bayside Condo 1, Unit 106 Undiv 1.99% Int in Common Elements Off Rec 16422-1258 OR 18953-1345 1199 4. The Warranty Deed was recorded on January 10, 1995.

That on November 5, 1999, by Quit Claim Deed, Gershon George Rijwan conveyed his 50% interest in the property to Ilana Rigwan and Jordan Lee Neus, as joint tenants. (Ex. B to Complaint). *NO, JUST JORDAN FOR Good Faith Marriage + Children as Discussed.*

That on November 5, 1999, Jordan Neus tendered payment in the amount of \$8,000 to Gershon Rijwan, and on December 5, 1999, tendered payment in the amount of \$7,838.78 to Ilana Rigwan. (DX-9). *↑ NO! Lie!*

Plaintiff, Ilana Rigwan, and Defendant, Jordan Neus, were married December 13, 1999, in Florida, subsequent to the execution of the Quit Claim Deed, but prior to recording thereof. *Good Faith Dec 5th 1999 Religious Wedding*

The Quit Claim Deed was recorded in the Official Record Book of Dade County on January 21, 2000. *He begged for this. Now I know why!*

The Defendant filed for divorce some eight (8) months after the marriage (2000) and the parties were ultimately divorced in New York State on August 22, 2003. *After I moved Everything he took bank account, car*

That the parties' separate pre-marital interests in the Florida real property were not addressed in the divorce decree. *Wonder why? I know!*

That the evidence showed Defendant, Jordan Neus, filed for Chapter 7 Bankruptcy relief in the Eastern District of New York, Central Islip Division under Case No. 8-04-83698-sb. That Schedule A thereto (PX C to complaint) reflects Defendant has, under oath, stated his ownership

No one cares how... NO WORDS JUST TRAUMA. Fraudulent Marriage.

he was beyond
abusive and never
held accountable.
The My judgment
had switched
facts too!
SHAM!

said percentages as undivided interests in indivisible condominium property. See Julia v Russo,

___ So. 2d ___, 2008 WL 1883905 (Fla. 4th DCA 2008) (The "equal share presumption" applied

to tenancies in common may be rebutted by proof...); See §718.107, Fla. Stat. (2005) (restraint upon separation and partition of common elements).

Which Judge Rodriguez Flipped. Property Fraud!

3. Plaintiff, Ilana Rigwan, has sought an equitable lien with regard to Jordan Neus' unreimbursed interest in the property, i.e., 25%, and Plaintiff is entitled to same based on and comprised of the following unrebutted, unreimbursed monies advanced by Ilana Rigwan on behalf of Jordan Neus' 25% interest in the property:

Hill!!!
I've

Real Property taxes 2003 (\$291.24)

You can't
skip years

✓ 2004 (none proven) PAID

2005 (255.17)

2006 (\$179.91) = \$654.32

Condominium maintenance fee, April-Dec 2003 (9x\$267.10) = \$2403.90

2004 (12x\$267.86) = \$3214.32

2005 (12x\$267.86) = \$3214.32

2006 (12x\$266.97) = \$3203.64

2007 (October trial) (10x\$319.91) = \$3199.10

Special assessments - 2003 = \$1050.00

2004 = (6x\$1160.83) = \$6964.99

✓ 2005 = none proven PAID

2006 = (6x\$1160.83) = (\$6964.99)

✓ 2007 = none proven. PAID

Total all taxes, maintenance, and special assessments = \$30,869.58- 25% = \$7,717.40.

He rented Condo, TOOK JOINT IRS MONEY

Took My BANK ACCOUNT, CLEARED IT OUT

I was left w/ 1/2 credit card bills I equate to

Bk 26453 Pg 3205 CFN 20080530675 06/27/2008 10:51:59 Pg 4 of 6 Mia-Dade Cty, FL

all the
few + cheap
dates we went on.
Money was rewarded in that way to him like
all else.

Plaintiff is, therefore, entitled to an equitable lien in the amount of \$7,717.40 representing Jordan Neus' unreimbursed share of expenses proven.

Plaintiff has not proven what, if any, rents were received with regard to a tenancy of the unit by Damian Pell, and thus is not entitled to a percentage thereof. Plaintiff failed to prove fraud, tenant damage, or entitlement here to attorney fees incurred in the defendant's Bankruptcy proceeding, nor is she entitled, here, to impose a lien for unpaid alimony.

Based on the foregoing, Ilana Rigwan's request for an equitable lien against Jordan Neus' 25% interest in the property at issue is **GRANTED**.

4. Plaintiff Ilana Rigwan has sought to quiet title in her based on the requested equitable lien. Because this equitable lien will not directly affect title to the property, the request to quiet title in her is **DENIED**. Bucacci v Boulin, 933 So. 2d 580, 586 (Fla. 3d DCA 2006).

5. As to the counterclaim, Defendant/Counter-Plaintiff, Jordan Neus, adduced no evidence and failed to prove Plaintiff is indebted to him in any manner directly related to the parties' ownership of the property.

6. The Defendant/Counter-Plaintiff, proved through the evidence of expert witness appraiser John Rupner, that the fair market value of the real property at issue as of October 27, 2006, was \$170,000, based on comparable sales. It is noted that the assessment for the property is substantially and significantly lower.

→ Jordan Neus, has proven his statutorily granted right to partition (§ 64.011-091, Fla. Stat. 2005) of the property and Plaintiff/Counter-Defendant, Ilana Rigwan, failed to present evidence sufficient for this Court to conclude that denial of this partition "was one of those extreme cases where manifest injustice, fraud or oppression will result if partition is granted." Condrey v. Condrey, 92 So. 2d 423, 427 Fla. 1957; Haddad v. Hester, 964 So. 2d 707 (Fla. 3d DCA 2007) into, AND HE

People
Carts
Treat
Woman
Like
Garbage!
America, MAN UP!

Notte Dant.
He had an
Attorney
running for
Mayor of
Broward
County.

"received humane"
treatment
overlooked!

I never
imagined I'd
be in Court and
it was so

full of obvious
crooks. I'm in a vicious cycle.
News is a sick
MONSTER!!!
Fraudulent
Trusts, Process Service
Mail Fraud Interstate
word changes

Engaged in. They
are connected to
bad people.

I requested Judge
Alan Sheinkman to Recuse
he Resigned. And Bridgette
Turaglia ESQ withdrew

was
so so
State
not entitled
to my stolen
signature +
strangers
there. Was
4 our kids.
I couldn't
read or
understand
this then.
Too Hurt.
My Families
Souls were
or
investment
in a
Quick
SHAM
That
News
+
His
Family

Judge Rodriguez
 came to America
 as a Communist
 whose property
 was stolen
 became a judge
 to steal from
 Americans.
 He deserves
 a wake-up
 call + we
 need to
 clean up
 what I have
 uncovered.
 I'm NOT ALONE.
 Anyone reading
 this would believe
 him. THIS IS
 a fair judgement. He
 deserves a
 death sentence who
 remove by
 psychopaths.

→ (Partition is a matter of right to those holding undivided interests in lands); Demorizi v. Demorizi,
 851 So. 2d 243 (Fla. 3d DCA 2003). Nor was any evidence adduced that the parties, or either of
 them, waived their statutory partition right. See Bucacci v. Boutin, 933 So. 2d 580 (Fla. 3d DCA
 2006) or that such sale was for the benefit of Defendant's creditors. Wescott v. Wescott, 487 So. 2d
 1099 (Fla. 5th DCA 1986) (Homestead property not exempt from forced sale following a suit for
 partition by an owner in common).

CHANGE
 THIS
 LAW.

wow! Please See Through This.

Because this matter is brought in equity, and §64.071 Fla. Stat. (2005) applies as the
 property at issue, condominium unit 106 and its appurtenant ownership interests in the common
 elements of the condominium, are indivisible, the property shall be sold by the Clerk of the Circuit
 Court at a public auction, pursuant to said section. §64.061(4) Fla. Stat. (2005); Rose v. Hansell,
 929 So. 2d 22 (Fla. 3d DCA 2006).

→ Sharlin ETAL Esqs Changed word To
 "private"

Accordingly, Jordan Neus' counterclaim seeking partition is GRANTED. The Court
 reserves jurisdiction with regard to the issue of entitlement to, and the amount of any attorney fees
 and costs, as appropriate, upon proper notice and motion. See §64.081, Fla. Stat. (2005); Adler v
Schekter, 197 So. 2d 46 (Fla. 3d DCA 1967).

Really, A TRUE BLUE BAD JUDGE.

DONE AND ORDERED in Chambers, at Miami-Dade County, Florida, this 19 day of
 June, 2008.

JOSE M. RODRIGUEZ
 CIRCUIT COURT JUDGE

COPIES TO:
 COUNSEL/PARTIES OF RECORD

1. No foreclosure mentioned, like
Gonzaga Esq said.
2. He held this case for yrs. I went
to him to judge on it. Only after the
OA, when I saw it online did I
realize he waited for
it to appreciate.
JP.

UN BELIEVABLE!

Appendix

F